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102468383

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney's Docket No. 032491-013

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

6-5-03

Wayne A. Noda
Mike L. Jones
Scott M. Evans
Blair D. Walker
William J. Worthen

2. Name and address of receiving party(ies):

Name: Alsius Corporation

Address: 15770 Laguna Canyon Road, Suite 150
Irvine, California 92618

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment
☐ Security Agreement

☐ Merger
☐ Change of Name

Other: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Execution Date: February 7, 2000 (for all assignors)

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/133,813

B. Patent No.(s)

6,338,727

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kirk M. Nuzum

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.
P.O. Box 1404
Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR § 3.41): \$40.00

☒ Enclosed

☒ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kirk M. Nuzum, Registration No. 38,983
Name of Person Signing

76m.2
Signature

6-4-2003
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

Director of the United States Patent and Trademark Office
Mail Stop Assignment Recordation Services
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Alexandria, VA 22313-1450

06/09/2003 ECDOPER 00000212 024800 09133813

01 FC:8021 40.00 CH 40.00 DP

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by WAYNE A. NODA, MIKE L. JONES, SCOTT M. EVANS, BLAIR D. WALKER,
and WILLIAM J. WORTHEN, residing at 28072 PASEO RINCON, MISSION VIEJO, CALIFORNIA 92692, 34441
CAMINO EL MOLENO, CAPISTRANO BEACH, CALIFORNIA 92624, 1252 COUNTRY HILLS DRIVE, SANTA ANA,
CALIFORNIA 92705, 24071 LA ROSA DRIVE, LAKE FOREST, CALIFORNIA 92630 and 37 OAKBROOK, COTO DE
CABA, CALIFORNIA 92679 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in
INDWELLING HEAT EXCHANGE CATHETER AND METHOD OF USING SAME set forth in an
application for Letters Patent of the United States,

- (1) ☐ which is a provisional application
(a) ☐ to be filed herewith; or
(b) ☐ bearing Application No., and filed on; or
- (2) ☒ which is a non-provisional application
(a) ☐ having an oath or declaration executed on even date herewith prior
to filing of application;
(b) ☐ bearing Application No. 09/133,813, and filed on AUGUST 13, 1998; or
(c) ☐ to be filed; and

WHEREAS, ALSIUS CORPORATION, a corporation duly organized under and pursuant to
the laws of CALIFORNIA and having its principal place of business at 15770 LAGUNA CANYON ROAD, SUITE
150, IRVINE, CALIFORNIA 92618 (hereinafter referred to as "the Assignee"), is desirous of acquiring the
entire right, title, and interest in and to said inventions, the right to file applications on said inventions
and the entire right, title and interest in and to any applications, including provisional applications
for Letters Patent of the United States or other countries claiming priority to said application, and
in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient
consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned,
transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the
Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and
to the above-mentioned inventions, the right to file applications on said inventions and the entire
right, title and interest in and to any applications for Letters Patent of the United States or other
countries claiming priority to said applications, and any and all Letters Patent or Patents of the
United States of America and all foreign countries that may be granted therefor and thereon, and
in and to any and all applications claiming priority to said applications, divisions, continuations, and
continuations-in-part of said applications, and reissues and extensions of said Letters Patent or
Patents, and all rights under the International Convention for the Protection of Industrial Property,
the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf
of its successors, legal representatives, and assigns, to the full end of the term or terms for which
Letters Patent or Patents may be granted as fully and entirely as the same would have been held and
enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with
the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and
delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and
interest in and to the inventions set forth in said applications and said applications, including
provisional applications, above-mentioned, and that the same are unencumbered, and that the
Assignors have good and full right and lawful authority to sell and convey the same in the manner
herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

| | | |
|--------------------|-----------------------|---|
| Date <u>2/7/00</u> | Signature of Assignor | <u>Wayne A. Noda</u> Wayne A. Noda |
| Date <u>2/7/00</u> | Signature of Assignor | <u>Mike Leones</u> Mike Leones |
| Date <u>2/7/00</u> | Signature of Assignor | <u>Scott M. Evans</u> Scott M. Evans |
| Date <u>2/7/00</u> | Signature of Assignor | <u>Blair D. Walker</u> Blair D. Walker |
| Date <u>2/7/00</u> | Signature of Assignor | <u>William J. Worthen</u> William J. Worthen |